Memorandum of Understanding

Atlanta-Carolinas
High Intensity Drug Trafficking Area

Daniel R. Salter
Director
Atlanta-Carolinas High Intensity Drug Trafficking Area (AC-HIDTA)

Atlanta-Carolinas High Intensity Drug Trafficking Area

Memorandum of Understanding

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into on this 6 day of March 2023 by and between the parties below and all future signers of this agreement, known collectively as "Member Agencies" or individually as a "Member Agency".

WHEREAS, the Member Agencies provide Public Safety services within their jurisdictions; and

WHEREAS, the Member Agencies have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application of Public Safety efforts within their jurisdictions; and

WHEREAS, the Member Agencies are committed to complete cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

Whereas, the Member Agencies desire to facilitate the sharing of information contained within their electronic systems including but not limited to: Records Management Systems, Computer Aided Dispatch Systems, Automated License Plate Readers, Intelligence Management Systems, Jail Management Systems, and Law Enforcement Data Sharing Systems- which may include aggregated information collected from multiple individuals or regional sources- into commercially available and custom developed data integration systems; and

WHEREAS, the Member Agencies desire to share data owned, aggregated, or collected by the Member Agencies under the conditions set forth in this MOU;

The agencies are collectively known as the "Member Agencies":

SEE ATTACHEMNT "A"

Mission

The Atlanta-Carolinas High Intensity Drug Trafficking Area (AC-HIDTA) is a multi-jurisdictional public safety program that was established to reduce drug trafficking and production in the United States. The AC-HIDTA is managed under the Executive Board. The AC-HIDTA Executive Board is comprised of in excess of 120 law enforcement Executives, from Georgia, South Carolina and North Carolina; representing federal agencies, and state/local and tribal agencies. Their direction and policies are administered on a daily basis by the AC-HIDTA Director.

The AC-HIDTA LPR Database was formed in support of this mission, under leadership pf the AC-HIDTA, its Executive Board, and regional stakeholders, to develop, establish, and maintain an integrated system of information technology that maximizes the sharing of data and communication between Member Agencies in support of law enforcement and public safety, while maintaining the confidentiality of privileged or otherwise protected information shared through the system, and protecting privacy and civil liberties in accordance with applicable law.

Member Agencies agree to work together in a variety of ways to facilitate sharing data in an effort to promote and improve the data sharing capabilities of the respective Member Agencies and the AC-HIDTA LPR Database.

Purpose

This agreement outlines the duties and responsibilities of each Member Agency, defines the working relationship and lines of authority for Member Agencies within the AC-HIDTA LPR Database, and provides for the addition of other eligible entities in the data-sharing program created by this MOU.

Therefore, the Member Agencies hereby agree to the following:

1. Definitions

1.1 The AC-HIDTA LPR Datable Information Sharing System is a collective group of law and justice agencies sharing data into one or more data aggregation systems, of which are represented on this or other information sharing agreements.

1.2 **Data:** electronic facts, records, analysis, images, or other information provided and shared by a Member Agency.

1.3 **Data Set:** a specific grouping, categorization, or subject of data included in a Member Agency system. For example, data sets in a law enforcement records management system may include crime reports, field investigations, citations, and calls for service, or data from automated license plate readers.

1.4 **Data Record:** a unique individual record or documented associated with an incident or person, which may include a variety of associated information.

1.5 **Criminal Justice Practitioners:** personnel from the Member Agencies that have the appropriate clearance and authority to use and access shared data as a function of their employment, also referred to as "Authorized Users."

1.6 **Host:** the entity providing the facilities, labor, and expertise used to maintain, operate, and manage a core component of the AC-HIDTA LPR Database, such as software which aggregates data from multiple sources or provides unified access to disparate systems.

1.7 **Member Agency:** a law enforcement or public safety organization whose leadership has signed this agreement and the agency actively participates in information sharing with other Member Agencies.

2. Member Agency Rights, Powers and Authority

Each Member Agency expressly retains all rights and powers to finance, plan, develop, construct, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own information needs, and that are authorized by the laws governing it. This agreement shall not be interpreted, and the AC-HIDTA LPR Database shall not have any authority, to impair or control any of the Member Agency's respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member Agency be required to provide additional personnel, equipment, or services to the AC-HIDTA, which are not already a part of the Member Agency's current operational costs, nor shall they be required to modify their non- AC-HIDTA LPR Database system or services, without their consent.

Nothing in this Agreement shall be construed to require a Member Agency:

1. To disclose any information that the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose; OR
2. To perform any act that the Member Agency determines, in its sole discretion, is contrary to law or public/agency policy.

Member Agencies are not required to seek approval from the AC-HIDTA to purchase, install, or modify their own LPR Database equipment, services, or work performed in conjunction with any legislative mandate/authority granted to or required of Member Agencies in order to carry out their respective responsibilities.

Furthermore, the AC-HIDTA has no power or authority to control, interfere with, or inhibit Member Agencies from conducting their own internal business and/or providing their own resources or services to other entities, which may or may not be members of or served by the AC-HIDTA LPR Database.

Participation in the AC-HIDTA LPR Database and any interfaces or other customizations shall not prevent the Member Agency from operating systems independent of the AC-HIDTA LPR Database.

Notwithstanding anything to the contrary herein, a Member Agency shall have no obligation to seek approval from the AC-HIDTA from any modification to that Member Agency's internal systems or processes that is mandated by the state in which the Member Agency's internal system or processes

that is mandated by the state in which Member Agency is located, or by any law or regulation governing the affected Member Agency.

In gathering and sharing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations.

3. Effective Date and Term of MOU

The effective date of this Agreement is the date noted above and/or the date each subsequent Member Agency executes this agreement. This Agreement shall remain in effect and shall be reviewed every five years. The Agreement can only be terminated as provided herein.

4. Data Sharing

All Member Agencies agree to promote comprehensive, timely, and accurate data sharing with other Member Agencies via the AC-HIDTA LPR Database System. AC-HIDTA system shall only be shared with Member Agencies, and only to Authorized Users of these agencies who posse a "need to know" and "right to know" the shared
data in fulfillment of assigned law enforcement or public safety duties.

Member Agencies are not required to contribute data to the AC-HIDTA LPR System.

Any data shared by a Member Agency to the AC-HIDTA System that the Member Agency later declares should not be shared, shall be withdrawn by all Hosts from all AC-HIDTA data within 48 hours, including deletion of any replications of the data.

Each Member Agency shall determine, within its sole discretion, which Data Records are to be shared with the AC-HIDTA System and shall maintain the database or other sources that contain the applicable information.

5. Data Access

Data exchange and user access shall be achieved using secure networks, including encrypted virtual private network (VPN), or other reasonably secure configurations that follow current best practices for information technology and are acceptable to both the Member Agency sharing data and the Host receiving data or providing user access.

The information residing in the Data Repositories shall generally be available at all times. Member Agencies agree to inform other Member Agencies in advance, whenever possible, of scheduled down times of specific data feeds. All Member Agencies will be required to sign this MOU prior to gaining access.

6. Information Ownership, Release and Accuracy

6.1 Ownership and Release Constraints

Member Agencies shall retain control of, and remain the official custodian of, all information they contribute to the AC-HIDTA LPR Database. All request for information will be referred to the Member Agency that is the owner of the requested data, and that Member Agency will be responsible for responding to the request for information.

6.2 Information Accuracy

Member Agencies and Authorized Users acknowledge that data maintained in the AC-HIDTA LPR Database consists of information that may or may not be accurate. Neither party warrants nor may rely upon the accuracy of such information. Each party understands and agrees to convey that fact to anyone they authorize to access shared information. It shall be responsibility of the person or entity requesting or using the data to confirm the accuracy of the information with the agency that authored or originated the information before taking any enforcement related action.

6.3 Audit

An Audit log will be maintained for a period of no less than twelve months to record user access to shared data, including the date and time when the data was accessed.

6.4 Criminal Discovery

Prior to releasing any data in furtherance of its statutory and constitutional obligations relating to the criminal discovery process, a member prosecuting agency shall seek express permission from the originating agency. In order to aid in the release of data, it is recommended that each contributing agency designate a Criminal Discovery Coordinator or equivalent contact person to receive, evaluate and promptly reply to such requests.

In any instance where an originating agency declines to grant such disclosure permission, the originating agency and the prosecuting agency shall confer to reach agreement on possible limitations on disclosure (including the seeking of judicial protective orders) in an attempt to protect the originating agency's specific concerns while allowing the prosecuting agency to meet its statutory and constitutional criminal discovery obligations.

7. User Access

Each Member Agency is responsible for management of user accounts within that agency. Each agency agrees that all Authorized Users shall be current employees in good standing and be authorized to review criminal data for legitimate purposes. If for any reason a user is no longer eligible for such access, or ends his/her employment with the agency, the agency will make necessary contacts to ensure access is removed accordingly and in a timely manner.

8. Security Requirements

Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for the internal security of their records and any technical support necessary to ensure proper security. All Member Agencies and the AC-HIDTA agree to enforce and maintain security, retention, and purge requirements for the information shared as specific in the Information Practices Act, the Public Records Act, 28 Code of Federal Regulations (CFR) Part 23, and any other laws or regulations governing applicable data types.

9. Connecting with other Data Sources and Analysis Platforms

AC-HIDTA will continually work to expand the connectivity of the AC-HIDTA LPR Database and will actively pursue opportunities to sign MOU agreements with new public agencies and other information sharing systems under the guidelines outlined in this Agreement. AC-HIDTA will also seek to acquire new analysis systems, and enhance the capabilities of existing platforms, as to provide optimal value for data shared by AC-HIDTA LPR Database members.

Member Agencies agree to grant authority to the AC-HIDTA for the sole purpose of executing information sharing agreements to join new member agencies or information sharing systems in the AC-HIDTA LPR Database, if approved by the legal counsel representing AC-HIDTA. Such agreements will not require further review or approval by Member Agencies. Such agreements shall have no material changes or provisions that would adversely affect or contradict the policies of this MOU.

A steering committee comprised of AC-HIDTA leadership and regional stakeholders shall be formed to ensure future expansions of the AC-HIDTA LPR Database, data and membership, maturation of the AC-HIDTA LPR Database, analytic capabilities, and follows the desires and expectations of the AC-HIDTA LPR Database Member Agencies.

10. Member Agency LPR Administrator

All agencies submitting data to the AC-HIDTA LPR server and/or querying the AC-HIDTA LPR server must have a LPR Administrator. The LPR Administrator will be the agency's "gatekeeper" to assure all LPR data and inquiries submitted to the AC-HIDTA LPR server complies with federal, state, and local law.

Member Agencies agree to provide the AC-HIDTA LPR Program Administrator with up-to-date contact information for the LPR Administrator and will designate an interim LPR Administrator during any personnel transition periods. *Failure to have an active Member Agency LPR Administrator can result in the loss of access to the* AC-HIDTA LPR *server.*

Duties of the Member Agency LPR Administrator include:

- Adding new user accounts to the agency domain
    - Assuring User accounts are linked to official Member Agency email accounts
- Assisting Authorized Users with password resets
- Conducting monthly audits of the Authorized Users to assure user accounts and access levels are accurate and actively being used
- Approving and auditing all agency Hotlists
- Notifying the LPR Program Administrator whenever LPR cameras are added or removed from the AC-HIDTA LPR server

- Assuring Authorized Users comply with AC-HIDTA LPR training requirements

In the event of any perceived non-compliance with this MOU and/or the AC-HIDTA Policies, Procedures and Privacy, the Member Agency LPR Administrator will serve as the POC to discuss any remedies required. *In order to protect the integrity of the AC-HIDTA LPR server system for all law enforcement agencies participating in the program, AC-HIDTA reserves the right to disconnect individual user accounts and/or agency access for violations of this MOU or the AC-HIDTA Policies.*

11. Admission and Withdrawal of Member Agencies

Additional public agencies, or similar regional or statewide sharing systems, may become Member Agencies of the AC-HIDTA LPR Database upon such terms and conditions as are determined by AC-HIDTA, and by execution of a written amendment to this agreement by the proper authority of the new Member Agency.

Existing and future Member Agencies have the right to withdraw from the AC-HIDTA LPR Database MOU provided by written notice to AC-HIDTA, or may be involuntarily removed upon any breach of this agreement.

12. Liability and Indemnification

Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives, and volunteers. Each agency shall bear the proportionate cost of any damage attributable to the fault of that particular agency, its governing body, officers, agents, employees and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.

Any contract with non-member agency receiving services pursuant to this agreement shall include a mutual indemnification provision.

The contract shall also provide:

1. That the indemnity obligation shall exist with respects to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in anyway related to, the performances of services pursuant to the contract; and

2. The obligation of the non-Member Agency and the AC-HIDTA LPR Database pursuant to the indemnification provisions will extend, without limitation, to an injury, death, loss, damage which occurs in the performance of the contract and that is sustained by any third party, any agent, or contract of the non-Member Agency or the AC-HIDTA LPR Database.

13. Signatories Not Agents

Parties to this Agreement shall have no authority, either expressed or implied, to act on behalf of any signatory in any capacity whatsoever, as an agent. The Member Agency parties shall have no authority, expressed or implied, pursuant to this Agreement, to bind each other to any obligation whatsoever.

14. Assignment Prohibited

Parties to this Agreement may not assign any rights or obligations pursuant to this Agreement. Any attempt or purported assignment of any rights or obligations pursuant to this Agreement shall be void and of no legal effect whatsoever.

When a person with access is no longer employed or otherwise no longer eligible for access, the Member Agency is responsible for removing all related passwords and security authorization from the system.

No person shall release any information contained in the AC-HIDTA LPR Database either by Court Order or in response to a Public Records Act request, unless they are the originating agency or official custodian of such data.

15. Costs

Unless separate agreements are made, each party shall be responsible for their own costs associated with establishing, maintaining, or terminating their access to, or participation with, the AC-HIDTA LPR Database. Nothing in this agreement shall be construed to mean that Member Agency parties are subject to incurring new costs. Any applicable user licenses, renewal fees, maintenance costs, or similar outlays must be determined in a separate contract or agreement to be added as an addendum to this Agreement.

16. Data Collection, Retention, and Dissemination

16.1 The LPR data collected by the various Member Agencies participating in the AC-HIDTA LPR Database program will be transmitted to the AC-HIDTA Operations Center via a fiber optic line through an encrypted Virtual Private Network (VPN). Retention of data is dependent per on State Law. The data will be maintained on the Operation Center server independent of any other law enforcement database housed at the AC-HIDTA Operations Center.

16.2 All LPR system data provided to AC-HIDTA will be stored on the Operations Center server for a period not to exceed two years or requirements per State Law. After the two-year period or requirements by State Law, the data will be purged. By written request only, any data deemed evidentiary by law enforcement, including evidence that tends to inculpate or exculpate a suspect, in a specific criminal or other law enforcement investigation or action will be transferred to the requesting agency. No data will be maintained by the AC-HIDTA outside the required State laws.

Should data be determined to have evidentiary value, the following paragraph applies:

In those circumstances when data is identified as having evidentiary value, the LPR Program Administrator, or designee, will review the facts of the specific case and determine if the data should be saved. If the LPR Program Administrator determines it is reasonable to believe the data has evidentiary value, the Program Administrator will authorize the transfer of the applicable data from the LPR Program server to a form of digital storage media (CD, DVD, etc.) or other portable storage devices.

16.3 Agencies requiring data to be retained by AC-HIDTA beyond the established retention period may make a formal request to the AC-HIDTA to extend retention. Each request must specify the need for the extended retention, the circumstances surrounding the request, the requesting agency's case number, and a specific point of contact within the requesting agency. AC-HIDTA reserves the right to grant or deny agency request based on the information provided.

16.4 The following methods shall be used when disseminating LPR information: The "need to know" and "right to know", as defined in the AC-HIDTA Privacy Protection Policy of a potential recipient must be verified and documented prior to dissemination of LPR information.

16.5 Request for Service (RFS) for License Plate Reader Program data will be processed in accordance with the AC-HIDTA Standard Operating Procedures for Processing Request for Information and Requests for Services Guidelines.

16.6 A Law Enforcement Agency's request to query the LPR data shall be processed provided the agency has legitimate law enforcement purpose. Mandatory requirements are in place in order to satisfactorily justify request. These requirements include the purpose of their request, the agency's incident or report number (physical record number), the requestor's name, the requestor's agency and requestor's contact information.

16.7 The primary method of dissemination shall be via email, in an electronic format that employs a reasonable level of security to guard against alteration, or facts.

16.8 If access to secure email accounts is not practical, the information may be provided to the requestor via digital storage media or paper copy, as determined by AC-HIDTA staff.

16.9 Reports and other investigative information received and disseminated by AC-HIDTA shall be retained within internal electronic AC-HIDTA files. After disseminating LPR information deemed to have evidentiary value, the completed report containing the data will be entered into a searchable database for future exploitation and auditing purposes in accordance with the AC-HIDTA Privacy Protection Policy.

17. Miscellaneous

17.1 Amendments

This Agreement may be amended with the unanimous approval of all Member Agencies; provided, however, that no amendment may be made that would adversely affect the interest of the owners of bonds, letters of credit, or other financial obligations of the AC-HIDTA.

17.2 Notices

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the Member Agencies, shall be deemed to have been received by the Member Agency to whom the same is addressed at the expiration of five (5) days after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

17.3 Conflicts of Interest

No official, officer, or employee of the AC-HIDTA or any Member Agency shall have any financial interest, direct or indirect, in the AC-HIDTA LPR Database. Nor shall any such officer or employee participate in any decision that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation.

17.4 Mediation

Any controversy or claim between any Member Agencies, or between any such Member Agency or Member Agencies and the AC-HIDTA, with respect to the AC-HIDTA LPR Database's operations, or to any claims, disputes, demands, differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by mediation.

17.5 Partial Invalidity

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

17.6 Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies hereto.

17.7 Execution

The Governing Authorities of the Member Agencies enumerated herein have each authorized execution of this agreement, as evidenced by the authorized signatures below.

17.8 Entire Agreement

This agreement supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this agreement shall be effective only if executed in writing and signed by all current Member Agencies.

The parties hereto execute this MOU as of the effective Date:

North Carolina Central University Police Department

(Agency Name, State)
*** (JURISDICTION) ***

Damon Williams, Chief of Police

(**Print Name & Title**)

(Name)
(Signature must be at the Command Level: Chief, Deputy Chief, Sheriff, Under Sheriff, Special Agent in Charge etc.)

3/6/23
Date

DRSalter

Daniel R. Salter
Executive Director
Atlanta-Carolinas HIDTA

03-08-2023
Date